

Board Office Use: Legislative File Info.	
File ID Number	14-1534
Introduction Date	6-25-14
Enactment Number	14-1325
Enactment Date	6-25-14



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Jacqueline Minor, General Counsel
Board Meeting Date June 25, 2014
Subject Agreement between Van Der Hout, Brigagliano & Nightingale, LLP and the Oakland Unified School District

Action Requested Ratification of Agreement between Van Der Hout, Brigagliano & Nightingale, LLP and the Oakland Unified School District

Background Van Der Hout, Brigagliano & Nightingale, LLP will provide immigration advice and prepare and file H-1B petitions for teachers recruited abroad.

Discussion Ratification by the Board of the Agreement between the Oakland Unified School District and Van Der Hout, Brigagliano & Nightingale, LLP for the latter to provide immigration advice and prepare and file H-1B petitions for teachers recruited abroad the term March 5, 2014 through June 30, 2017 at a cost not to exceed \$30,000 in any fiscal year.

Recommendation Ratification of Agreement between Van Der Hout, Brigagliano & Nightingale, LLP and the Oakland Unified School District for the term March 5, 2014 through June 30, 2017 at a cost not to exceed \$30,000 in any fiscal year.

Fiscal Impact Funding resource name: (GP) not to exceed \$30,000.00

Attachments

- Agreement



OAKLAND UNIFIED SCHOOL DISTRICT

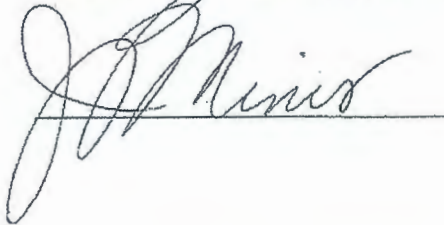
Community Schools, Thriving Students

**ADDENDUM
To Agreement With
Van Der Hout, Brigagliano & Nightingale, LLP**

The term of the Agreement which is attached hereto shall be March 5, 2014 to June 30, 2017, provided however, either Party to the Agreement may terminate said Agreement for no cause by giving thirty days prior written notice to the other Party.

OAKLAND UNIFIED SCHOOL DISTRICT

Van Der Hout, Brigagliano & Nightingale, LLP




3/5/14
Date

Christine Brigagliano 03/18/2014
Date

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.doc>)



David Kakishiba
President, Board of Education 6-26-14



C. D. Yee, Esq.
Secretary, Board of Education 6-26-14

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VAN DER HOUT, BRIGAGLIANO & NIGHTINGALE, LLP

1. Oakland Unified School District (hereafter "EMPLOYER") hereby retains and employs VAN DER HOUT, BRIGAGLIANO & NIGHTINGALE, LLP (hereafter "FIRM"), to represent EMPLOYER and the following person(s) in connection with the immigration matter stated below.

2. The FIRM agrees to perform the following services:

Prepare and File H-1B Petition on behalf of Employee, _____

3. As compensation for the above-described services, EMPLOYER agrees to pay:

- Fees for legal services, \$2000. It is understood that this agreement is limited to those services listed immediately above.
- Costs of Administrative Overhead (5% of legal fees): \$125.
- LawLogix Optimization \$35.00 x each separate matter or applicant
- Department of Homeland Security filing fees in the amount of \$820:
 - \$320 for Form I-129
 - \$500 Fraud Fee
 - \$0 Training Fee

One check to cover the filing fee(s) may be made payable to Van Der Hout, Brigaghiano & Nightingale, LLP.

- Extraordinary costs such as overnight mail, international phone calls, credentials evaluations, etc. as needed

4. EMPLOYER understands that legal fees will be renegotiated in the event that unanticipated work is required, in which case a separate retainer agreement will be executed before the firm proceeds with additional work. This could include but is not limited to the following: work related to delays in adjudication, extensions of advance parole or work authorization, responses to assessment notices or Requests for Evidence, unanticipated work required to establish the prevailing wage, legal work not included in this agreement for dependent family members, visa extensions, applications for visas at US consulates abroad, travel assistance, administrative appeals, and federal court actions.

5. EMPLOYER understands that payment for all services is due and payable upon signing this agreement or within thirty (30) days. If fees and costs due are not paid in full within thirty (30) days after coming due under this contract, the EMPLOYER agrees to pay late charges on the unpaid balance at rate of twelve percent (12%) per year until the balance is paid. It is further understood that if EMPLOYER fails to pay the agreed upon legal fees and costs or in any way fails to cooperate with the FIRM; the FIRM may terminate its services and withdraw from the case. EMPLOYER understands that the any retainer and all payments for legal fees are generally non-refundable.


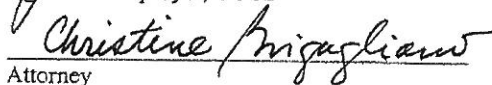
6. If it is necessary for the FIRM to file suit for the collection of any amounts not paid as agreed in this contract, EMPLOYER agrees to pay reasonable attorneys' fees and court costs for such collection.

7. It is agreed that the FIRM has not made any guarantee with regard to the successful outcome of the matters listed above or the time required to complete the case, however, the firm will strive provide the highest level of service, and will make every effort to obtain the desired outcome for the client as expeditiously as possible.

READ, APPROVED, AND ACCEPTED:

Dated: 3-5-2014
Executed in Oakland, California

Process Code: H-1B (E)
Reference Code: H-1B


Agent for Employer, OUSD

Attorney
VAN DER HOUT, BRIGAGLIANO, & NIGHTINGALE, LLP

NOTES

- Consent to third party billing required.
- Waiver of confidentiality for third party required.